BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

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OF OKLAHOMA

APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH ICG TELECOM GROUP, INC. PURSUANT TO § 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.	)	CAUSE NO. PUD 960 000383

APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH ICG TELECOM GROUP, INC.

COMES NOW Southwestern Bell Telephone Company (SWBT) and hereby files this Application for Approval of Interconnection Agreement (the Agreement), pursuant to § 252(e) of the Telecommunications Act of 1996 (the Federal Act) and OAC 165:55-17-1, *et seq.*, between SWBT and ICG Telecom Group, Inc. (ICG), and states as follows:

I. Parties

Applicant is Southwestern Bell Telephone Company (SWBT), with its principal offices in Oklahoma located at 800 North Harvey, Oklahoma City, Oklahoma 73102.

II. Allegations of Fact.

Applicant presents to this Commission for approval an interconnection agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment II) and OAC 165:55-17-1, *et seq.* After weeks of intensive good faith negotiations addressing hundreds of complex issues involved in such an agreement, the parties executed the Interconnection Agreement between SWBT and ICG on November 6, 1996, filed

herewith, together with various schedules, exhibits and appendices incorporated therein. All issues have been successfully negotiated and agreed upon. Therefore, no arbitration of any issue is required.

Applicant seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and OAC 165:55-17-1, *et seq.* SWBT believes that the implementation of this Agreement complies fully with § 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides for interconnectivity between the parties' respective networks and will lead to increased customer choices for telecommunications services once ICG's proposed tariffs are approved.

Applicant respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and SWBT believes that procedures for review of the Agreement should be designed to permit expeditious implementation thereof, and that interventions should be strictly limited consistent with the scope of review specified by the Federal Act and the Commission's applicable rules.

The applicable standard of review is set forth in § 252(e) of the Federal Act and has been substantively adopted by this Commission in OAC 165:55-17-7(e). Section 252(e) provides as follows:

(e) APPROVAL BY STATE COMMISSION

(1) APPROVAL REQUIRED. -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.

(2) GROUNDS FOR REJECTION. -- The State commission may only reject --

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

(I) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity;

The affidavit of Robert E. Stafford, Division Manager - Regulatory and Industry Relations for SWBT, establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment I.)

III. Legal Authority

The Commission is vested with requisite authority pursuant to Article IX, § 18 of the Oklahoma Constitution, 17 O.S. § 131, *et seq.*, OAC 165:55, *et seq.*, and 47 U.S.C. § 252(e).

IV. Relief Sought

WHEREFORE, Applicant respectfully requests that the Commission approve the Interconnection Agreement between SWBT and ICG, and such additional relief as the Commission deems proper and reasonable.

Respectfully submitted,

ROGER K. TOPPINS, OBA #15410
KENDALL W. PARRISH, OBA #15039
800 North Harvey, Room 310
Oklahoma City, OK 73102
Telephone: (405)291-6751/291-6754

ATTORNEYS FOR SOUTHWESTERN BELL TELEPHONE COMPANY

CERTIFICATE OF MAILING

On this 5th day of December, 1996, a true and correct copy of the foregoing was mailed, postage prepaid, to:

Maribeth Snapp, Deputy General Counsel
Oklahoma Corporation Commission
Jim Thorpe Building
Oklahoma City, OK 73105

Rick Chamberlain
Office of the Attorney General
112 State Capitol Building
Oklahoma City, OK 73105

ATTACHMENT I

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR APPROVAL OF INTERCONNECTION AGREEMENT WITH ICG TELECOM GROUP, INC. PURSUANT TO § 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.	))))))	CAUSE NO. PUD 960_____

AFFIDAVIT OF ROBERT E. STAFFORD

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, on the 5th day of December, 1996, personally appeared Robert E. Stafford, Division Manager-Regulatory and Industry Relations of Southwestern Bell Telephone Company (SWBT) who, upon being duly sworn on oath, deposed and said the following:

1. My name is Robert E. Stafford. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Division Manager-Regulatory and Industry Relations for SWBT, and I have knowledge concerning the Interconnection Agreement between SWBT and ICG Telecom Group, Inc. (ICG) on behalf of SWBT. I have personal knowledge of the provisions of the Agreement. The parties diligently negotiated under the Telecommunications Act of 1996, culminating in an executed agreement on November 6, 1996.

2. The Interconnection Agreement, together with its schedules, exhibits and appendices incorporated therein, are an integrated package and are the result of good faith arm's-length negotiation and compromise between competitors.

3. The implementation of this Interconnection Agreement is consistent with the public interest, convenience and necessity. Once ICG has effective tariffs, the Interconnection Agreement will allow the exchange of traffic between SWBT and ICG, furthering the transition of telecommunications competition in the State of Oklahoma, a policy which has been advocated by this Commission

and the United States Congress. The Agreement allows diversity in providers, provides for interconnectivity and increases customer choices for telecommunications services.

4. This Interconnection Agreement is pro-competitive in that it allows for ICG to compete with SWBT as a provider of local exchange service. The Interconnection Agreement allows ICG's customers to be able to make and receive local telephone calls to the same extent as they could in receiving local telephone service from SWBT, including the ability to have their names listed in the Southwestern Bell white pages, access to 911 with no disparity in dialing, and an ability to place and receive alternatively billed calls.

5. Implementation of the Interconnection Agreement will provide end users with additional choice for local telephone service subject to the same service quality standards and service capabilities as those required by the Commission's rules and which end users have traditionally come to expect from their local service provider.

6. This Interconnection Agreement does not discriminate against any telecommunications carriers. The Agreement is available to any similarly situated telecommunications service provider in negotiating a similar agreement.

7. The Interconnection Agreement provides ICG access and interconnection to SWBT network facilities for the provision of telecommunications services to both residential and business customers.

Further affiant sayeth not.

Robert E Stafford

ROBERT E. STAFFORD
Division Manager-Regulatory & Industry Relations

Subscribed and sworn to before me this 5th day of December, 1996.

Helen L Scott

NOTARY PUBLIC

My Commission Expires:

8/28/00

ATTACHMENT II

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of November 6, 1996

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

ICG TELECOM GROUP, INC.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is by and between Southwestern Bell Telephone Company, a Missouri Corporation ("SWBT"), and ICG Telecom Group, Inc., a Colorado corporation with offices at 9605 E. Maroon Circle, Suite 100, Englewood, CO 80112 (collectively "ICG").

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to residential and business end users predominantly over their respective telephone exchange service facilities at the points specified within SWBT's region; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 ("Act") and by the FCC's August 8, 1996 Order in Docket 96-98, (as effective), and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICG and SWBT hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C.151 *et. seq.*), as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the rules and regulations of the FCC as effective, or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

1.3- "Affiliate" is as defined in the Act.

1.4 "Switched Access Meet Point Billing" means the "Meet Point Billing Arrangements" between the Parties as described herein.

1.5 "As defined in the Act" means as specifically defined by the Act and as from time-to-time interpreted in the rules and regulations of the FCC or the Commission, as effective.

1.6 "Automatic Number Identification" or "ANI" is a switching system feature that forwards the telephone number of the calling party and is used for screening, routing and billing purposes.

1.7 "BLV/BLEI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests interruption of a call on another Customer's Telephone Exchange Service line.

1.8 "Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide an Interconnection or Network Element not otherwise provided for by the terms of this Agreement.

1.9 "Calling Party Number" or "CPN" is a feature of Signaling System 7 (SS7) protocol whereby the 10 digit number of the calling party is forwarded from the end office.

1.10 "Central Office Switch" means a single switching system within the public switched telecommunications network, including the following:

> "End Office Switches" which are Class 5 switches where end user Exchange Services are directly connected and offered.
>
> "Tandem Office Switches" which are Class 4 switches used to connect and switch trunk circuits between Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

1.11 "CCS" means one hundred (100) call seconds.

1.12 "CLASS Features" mean certain CCIS-based features available to end users including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the collocated equipment in the Housing Party's premises.

1.14 Commercial Mobile Radio Service "CMRS" as defined in 47 CFR § 20.3

1.15 "Commission" or "PUC" means the applicable state Public Utility Commission.

1.16 "Common Channel Signaling" or "CCIS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.17 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.18 "Dialing Parity" is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. Local Dialing Parity means the ability of Telephone Exchange Service Customers of one LEC to place calls within the same local calling scope to Telephone Exchange Service Customers of another LEC using the same dialing pattern, without the use of any access code and with no unreasonable dialing delay.

119 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.20 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.22 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.23 "End User" means a third-party residence or business that subscribes, either directly or indirectly, to Telecommunications Services provided by either of the Parties.

1.24 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.25 "Exchange Access" is as defined in the Act.

1.26 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.27 "FCC" means the Federal Communications Commission.

1.28 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.29 "4-Wire Digital Loop" which supports 4-wire digital service. End-to-end DC continuity may or may not be a provided characteristic of the exchange facility path. Signal generated by ADSL technology cannot be applied to this exchange facility. Usable bandwidth up to 1.544 Mbps is supported. Examples of supported services/technologies: Primary Rate ISDN, HDSL.

1.30 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quartenary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

1.31 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.32 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.33 "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

1.34 "Interconnection" is as Described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.35 "Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, and joint trunk testing is completed.

1.36 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services. For purposes of Section 6.0 of this Agreement, the term "IXC" includes any entity which purchases FGB or FGD Switched Exchange Access Service from either party in order to originate or terminate traffic to/from end users.

1.37 "Interim Number Portability" or "INP" is as described in the Act.

1.38 "InterLATA" is as defined in the Act.

1.39 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

1.40 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.41 "Local Access and Transport Area" or "LATA" is as defined in the Act.

1.42 "Local Traffic," for purposes of intercompany compensation, means traffic that originates and terminates between or among end users within a SWBT local calling area as defined by the Commission, including mandatory local calling scope arrangements but excluding Optional EAS areas, unless otherwise ordered by the Commission in a generic docket or proceeding. Mandatory Local Calling Scope is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area. Except by mutual agreement, in no event shall the Local Traffic area for purposes of local call termination billing between the Parties be decreased during the Term of this Agreement.

1.43 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.44 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Central Office which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

1.45 "Local Switching Element" provides the originating switching in the end office switch where the switch port resides. It provides call processing and switching to the appropriate line (Intercom) or trunk connection within the switch.

1.46 "Local Switched Transport Element" provides the trunk side connection at a SWBT central office and the transport of information to and from the SWBT Public Switched Network within SWBT's defined local calling scope.

1.47 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.48 "Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.49 "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which

functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA. The latest release is issue No. 5, dated June 1994.

1.50 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry" Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for *access service* which is to be provided to an IXC by two or more telecommunications providers. The latest release is issue No. 3, dated February 1996.

1.51 "Meet-Point Billing" or "MPB" refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for switched access service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.

1.52 "Metropolitan Exchange Area" means a geographical area defined in SWBT current tariffs effective June, 1996 as a metropolitan exchange local calling area. For example, Dallas, Ft. Worth, Houston, San Antonio, Austin and Corpus Christi are each separate Metropolitan Exchange Areas.

1.53 "Network Element" is As Defined in the Act.

1.54 "Network Element Bona Fide Request" means the process described in Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element.

1.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.56 "Number Portability" is as defined in the Act.

1.57 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.58 "Optional EAS," as used in this Agreement, means the geographic areas throughout which end users can pay a distinct charge to enlarge their flat-rate calling scope. These areas are depicted in Schedule 5.0. Optional EAS need not be distinguished from Local

Traffic for the purpose of routing and transmission of traffic over the network, but is distinguished from Local Traffic for purposes of Reciprocal Compensation.

1.59 "Party" means either SWBT or ICG, and "Parties" means SWBT and ICG.

1.60 "Port" means a termination on a Central Office Switch that permits end users to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.61 "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as ICG is permitted by an appropriate regulatory body to create its own Rate Centers within an area.

1.62 "Reciprocal Compensation" is as Described in the Act, and refers to the compensation arrangements for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.

1.63 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; *provided* only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.64 "Service Control Point" or "SCP" means a Point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.65 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or

termination of Telephone Toll Service. Switched Exchange Access Services include, but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.66 "Switch Port" is a termination on a Central Office Switch that permits end users to send or receive Telecommunications over the public switched network but does not include switch features or switching functionality.

1.67 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.68 "Technically Feasible Point" is as described in the Act.

1.69 "Telecommunications" is as defined in the Act.

1.70 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.71 "Telecommunications Carrier" is as defined in the Act.

1.72 "Telecommunications Service" is as defined in the Act.

1.73 "Telephone Exchange Service" is as defined in the Act.

1.74 "Telephone Toll Service" is as defined in the Act.

1.75 "2-Wire Analog Loop" (8db) which supports 2-wire, analog, voice frequency, voice bandwidth (300 Hz to 3000 Hz) services with loop start signaling. On-hook transmission capability is provided. End-to-end DC continuity may or may not be a provided characteristic of the exchange facility path. Example of supported services/technologies: Traditional loop start POTS.

1.76 "2-Wire Digital Loop" which supports 2-wire, switched, Basic Rate ISDN (BRI) digital service. End-to-end DC continuity may or may not be a provided characteristic of the exchange facility path. Usable bandwidth up to 160 Kb/s is supported. Examples of supported services/technologies: Basic Rate ISDN.

1.77 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits, Schedules, and Appendices shall be deemed to be references to Sections of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including SWBT or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement or the definitions contained herein and the Act, as from time to time interpreted in the rules, as effective, the provisions and definitions of the Act or such rules and regulations shall govern.

3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Sections 4.0, 5.0 and 6.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such Metropolitan Exchange Area on Schedule 3.0. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional Metropolitan Exchange Areas pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Scope

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Exhibit C prescribes the specific trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 to provide the facilities for the transmission and routing of Telephone Exchange Service traffic (as described in Section 5.0), Exchange Access traffic (as described in Section 6.0), LSV/BLI traffic (as described in Section 7.2), E911/911 traffic (as described in Section 7.5), and Directory Assistance traffic (as described in Section 7.6). Use of this physical connection shall be limited to the trunk groups described in Exhibit C, until such time as the Parties mutually agree to expansion of the use of this physical connection.

4.2 Interconnection Arrangement

The Parties shall interconnect their facilities as follows:

1. ICG shall interconnect with SWBT's facilities as follows:

a. In each SWBT exchange area in which ICG chooses to offer local exchange service, ICG, at a minimum, will interconnect its network facilities to (a) each SWBT access tandem(s), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) subtending that local tandem(s). SWBT End Offices ("EO") and tandems through which ICG will terminate its traffic will be called SWBT Interconnection Wire Center (SIWC) and are identified in Schedule 3 attached hereto and incorporated herein by reference. As ICG initiates exchange service operations in additional SWBT exchange areas, SWBT and ICG shall agree upon additional SIWCs in each new exchange area. ICG agrees that if SWBT establishes additional tandems in an exchange area within which ICG offers local exchange service, ICG will interconnect to the additional tandems.

b. Interconnection to a SWBT local tandem(s) will provide ICG local access to the SWBT end offices and NXX's which subtend that tandem(s), and to other LSPs and LECs (subject to Section 7.3) which are connected to that tandem(s). Interconnection to a SWBT end office(s) will provide ICG access only to the NXX's served by that individual end office(s) to which ICG interconnects. If ICG elects to establish collocation at a SWBT end office, ICG will utilize the collocation for interconnection trunks to that end office.

c. Interconnection to a SWBT access tandem will provide ICG interexchange access to SWBT, Interexchange Carriers (IXCs), LECs and CMRS providers (subject to Section 7.4) which are connected to that tandem. Where an access tandem also provides local tandem functions, interconnection to a SWBT access tandem serving that exchange will also provide ICG access to SWBT's end offices with the same functionality described in (b) above.

d. Where ICG requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911) additional SIWCs or special trunking will be required for interconnection to such ancillary services.

e. To the extent a Party provides only one switching facility in an exchange, such facility shall be treated as an end office for compensation purposes.

2. SWBT shall interconnect its SIWCs with ICG's facilities under terms and conditions no less favorable than those identified in Section 4.2, Paragraph 1, above.

4.3 Methods for Interconnection

Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties may use the following interconnection methods for each Tandem and/or End Office identified in Schedule 3.

4.3.1. **Physical Collocation Interconnection** ("PCI") - Where ICG provides fiber cable and connects to its equipment located in the SIWC. ICG owns and maintains ICG's equipment.

4.3.2 **Virtual Collocation Interconnection** ("VCI") - Where ICG provides fiber cable to SWBT for connection to ICG-designated basic transmission equipment dedicated solely for ICG's use, located in the SIWC. SWBT owns and maintains the basic transmission equipment at the SIWC. This option shall be consistent with the terms of SWBT's virtual collocation tariff.

4.3.3 **SONET Based Interconnection** ("SBI") - Where ICG provides fiber cable to SWBT for connection to SWBT-designated basic transmission equipment located in the SIWC at the SIWC and dedicated solely for ICG's use. SWBT owns and maintains the basic transmission equipment. This option shall be consistent with SWBT's SBI tariff.

4.3.4 **Leased Facility Interconnection** ("LFI") - The Parties agree that where facilities exist, either Party may lease facilities from the other Party at rates no greater than SWBT Access Tariff rates.

4.3.5 The Parties may mutually agree to another Interconnection Method including a mid-span fiber meet.

4.4 Physical Architecture

Using one or more of the Interconnection Methods described in Section 4.3, the Parties will mutually agree on a physical architecture plan. This plan will be documented within Schedule 3.0. The Parties agree to deploy one physical architecture plan per Metropolitan Servicing Area.

The two architecture arrangements, End Point Meet and Mid Point Meet, are discussed below. Additional physical architectures may evolve during the term of this agreement. These future (as yet undefined) architectures can be deployed if mutually agreed upon.

a. End Point Meet

Using the "End Point Meet" architecture, the Parties will establish transport facilities from their own Central Office(s) to the other Party's Central Office(s) utilizing any method of interconnection as discussed in Section 4.3. Unless otherwise mutually agreed upon, each Party's trunking as defined in Exhibit C, will use its own transport facilities. Each Party will be responsible for the appropriate sizing, operation and maintenance of their own transport facilities.

If initially deployed as an End Point Architecture , the deployment architecture may be migrated or groomed, upon mutual agreement, to a Mid Point Meet architecture.

b. Mid Point Meet

Using the Mid Point Meet architecture, the Parties will mutually agree upon a Network Interconnection Point (NIP). The NIP functions as a demarcation point for each Party. Each Party is responsible to transport all trunking (both Parties) to its side of the NIP utilizing any method of interconnection as discussed in Section 4.3. Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility and trunking to the NIP.

A second NIP can be established to eliminate a "single point of failure" when mutually agreed upon. The establishment of the second NIP should not require additional or increased trunking or facilities of either Party. Trunking from the initial NIP will be groomed or augmented to the second NIP upon mutual agreement.

If required, either Party may trunk directly to the other Party's End Office. If the Party is virtually or physically collocated to the End Office, then that collocation will be designated a NIP. This collocation will be used for the transport of direct End Office trunking, in addition to other uses such as private line meet. The collocated Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility. In the instance where the Party is not collocated, the End Office trunk group will be handed off at the original NIP and both Parties will be responsible for the transport facility on their side of that NIP.

Unless otherwise mutually agreed upon, when Mid Point Meet architecture has been mutually deployed, it will remain as the architecture of choice during the term of this agreement.

4.5 Interim Interconnection Methods

4.5.1 The Parties may agree to an interim interconnection method utilizing leased circuits. Either party may notify the other that it intends to change interim interconnection method from leased facilities to Collocation (physical or virtual), SONET-based interconnection or mid-span meet. Interim interconnection may only be requested within the initial 12 months of the Agreement. The requesting party will not request a modification in an interim interconnection arrangement less than 90 days before such new interconnection is to become operational. If the requesting party requires such a change in the interconnection arrangement in less than 90 days, the requesting party shall pay the other party a rearrangement fee of $1,000 per DS-3 and $280 per DS-1. Unless mutually agreed, neither party shall request any more than one change per NIP. If either party requests a subsequent change, the requesting party shall pay the other party the rearrangement charge of $1,000 per DS-3 and $280 per DS-1.

4.5.2 This interim alternative method of Interconnection shall occur over an electrical interface at a mutually agreeable Wire Center.

4.5.3 During any Interim Period, specific trunk groups (and traffic routing parameters) prescribed in Exhibit B and Sections 5.0, 7.0, and 8.0 will be configured over the alternate physical architecture, unless otherwise mutually agreed.

4.5.4 Unless otherwise mutually agreed, the requesting Party will provide written notice of the desire to transition to a Mid-span fiber meet for the applicable Metropolitan Exchange Area pursuant to Section 4.3 at least 150 days prior to the desired facility transition date.

4.6 Technical Specifications

4.6.1 ICG and SWBT shall work cooperatively to install and maintain a reliable network. ICG and SWBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.6.2 ICG and SWBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.6.3 The following list of publications describe the practices, procedures, specifications and interfaces generally utilized by SWBT and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces:

SWBT Technical Publication TP-76839 - SONET Transmission Requirements - Performance and Interface Specifications. Issue 1, January 1996, or the most current version.

SWBT Technical Publication TP-76625 - High Capacity Digital Service (1.544 Mbs and 44.736 Mbs Requirements and Transmission Limits, Issue 1, June 1990, or the most current version.

4.7 Interconnection in Additional Metropolitan Exchange Areas

4.7.1 If ICG determines to offer Telephone Exchange Services in any other Metropolitan Exchange Areas in which SWBT also offers Telephone Exchange Services, ICG shall provide written notice to SWBT of the need to establish Interconnection in such Metropolitan Exchange Areas pursuant to this Agreement.

4.7.2 The notice provided in Section 4.7.1 shall include (i) the initial Routing Point ICG has designated in the Metropolitan Exchange Area; (ii) ICG's requested Interconnection Activation Date; and (iii) a non-binding forecast of ICG's trunking requirements.

4.7.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center ICG has identified as its initial Routing Point in the Metropolitan Exchange Area as the ICG Interconnection Wire Center ("IIWC") in that Metropolitan Exchange Area and shall designate the SWBT Tandem Office Wire Center within the Metropolitan Exchange Area nearest to the IIWC (as measured in airline miles utilizing the V&H coordinates method) as the SWBT Interconnection Wire Center ("SIWC") in that Metropolitan Exchange Area.

4.7.4 Unless otherwise agreed by the Parties, the Parties shall exercise best efforts to meet the Interconnection Activation Date within sixty (60) days in each new Metropolitan Exchange Area but not later than the one-hundred and fiftieth (150th) day following the date on which ICG delivered notice to SWBT of the need to establish Interconnection pursuant to Section 4.7.1. Within ten (10) business days of SWBT's receipt of ICG's notice, SWBT and ICG shall confirm the SIWC, the IIWC and the Interconnection Activation Date for the new Metropolitan Exchange Area by attaching a supplementary schedule to Schedule 3.0.

4.8 SONET Capacity Provisioning for Mid-Span Fiber Meets

Unless otherwise agreed, the Parties shall use the following approach to jointly provision/size the interconnection OLTMs with the intent being to minimize investment, deploy facilities in a "just in time" fashion, and avoid a facilities exhaust situation.